

REMARKS

I. Introduction

Applicant acknowledges receipt of an Office Action dated March 11, 2005. In this response, Applicant has amended claim 32. The amendment to claim 32 simply corrects a typographical error which affects the dependency of the claim and does not add new matter. Following entry of this amendment, claims 1-32 are pending in the application.

Reconsideration of the present application is respectfully requested in view of the foregoing amendment and the remarks which follow.

II. Response to Issues Raised in the Outstanding Office Action

A. Claim Rejections under 35 U.S.C. § 102(e)

On page 3 of the Office Action, the PTO has rejected claims 1-32 under 35 U.S.C. §102(e) as being allegedly anticipated by U.S. Pat. 6,283,507 to Kami *et al.* (hereafter “Kami”) or possibly U.S. Pat. 6,177,366 to Li (hereafter “Li”). As set forth below, Applicant respectfully traverses this rejection.

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); MPEP § 2131. A feature is inherent in a reference only if “the missing descriptive matter is necessarily present in the thing described in the reference, and [] would be so recognized by persons of ordinary skill.” *Continental Can Co. USA v. Monsanto Co.*, 948 F.2d 1264, 1268, 20 USPQ2d 1746, 1749 (Fed. Cir. 1991); MPEP § 2131.01.

Neither Kami nor Li describes, either expressly or inherently, each and every feature recited in each of independent claims 1 and 18-19. Therefore, none of claims 1-32 can be anticipated by Kami or Li. Accordingly, Applicant respectfully requests withdrawal of this rejection.

1. Kami Does Not Describe, Expressly or Inherently, Each and Every Feature Recited in Any of Claims 1-32

Kami does not disclose expressly or inherently, *inter alia*, (1) “first and second portions which form a main body of the airbag” or (2) “a second silicone,” as recited in independent claims 1 and 18-19. For example, with respect to “a second silicone,” Applicant respectfully notes that there is absolutely nothing in Kami that even suggests that “a second silicone” is necessarily present in the Kami airbag. Since Kami does not describe, either expressly or inherently, each and every feature recited in each of independent claims 1 and 18-19, Kami cannot anticipate any of claims 1-32.

2. Li Does Not Describe, Expressly or Inherently, Each and Every Feature Recited in Any of Claims 1-32

Li does not disclose expressly or inherently, *inter alia*, (1) “first and second portions which form a main body of the airbag” or (2) a “textile having 400 dtex or less yarn, 200 g/m² or less weight, and 2,000 or more cover factor,” as recited in independent claims 1 and 18-19. Because Li does not describe, either expressly or inherently, each and every feature recited in each of independent claims 1 and 18-19, Li cannot anticipate any of claims 1-32.

As neither Kami nor Li discloses, either expressly or inherently, each and every feature recited in each of independent claims 1 and 18-19, neither reference can anticipate any of claims 1-32. Consequently, Applicant respectfully requests reconsideration and withdrawal of the rejection of claims 1-32 under § 102(e) as being allegedly anticipated by Kami or possibly Li.

B. Claim Rejections under 35 U.S.C. § 103(a)

On page 3 of the Office Action, the PTO has rejected claims 1-32 under 35 U.S.C. §103(a) as being allegedly obvious over U.S. Pat. 6,283,507 to Kami *et al.* (hereafter “Kami”) in view of U.S. Pat. 6,177,366 to Li (hereafter “Li”). Applicant respectfully traverses this rejection for the reasons set forth below.

To establish a *prima facie* case of obviousness, a combination of prior art references must teach or suggest each and every claim limitation of a claimed invention. *In re Vaeck*,

947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991); MPEP § 2143.03. Further, there must be some motivation, suggestion, or reason, either in the references themselves, the knowledge generally available to a person having ordinary skill in the art, or the nature of the problem to be solved, to combine the references to arrived at the claimed invention. *In re Rouffet*, 149 F.3d 1350, 1357, 47 USPQ2d 1453, 1457-58 (Fed. Cir. 1998); MPEP § 2143.01.

The combination of Kami and Li does not teach or suggest each and every feature recited in each of independent claims 1 and 18-19. Therefore, the combination of Kami and Li cannot render any of these independent claims obvious. If an independent claim is nonobvious under § 103, then any claim depending therefrom is also nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988); MPEP § 2143.03. Thus, Applicant respectfully submits that claims 2-17 and 20-32, which each ultimately depend from one of independent claims 1 and 18-19, are also nonobvious. Accordingly, Applicant respectfully requests withdrawal of this rejection.

1. The Combination of Kami and Li Does Not Teach or Suggest Each and Every Feature Recited in Any of Claims 1-32

a. The Combination of Kami and Li Does Not Teach or Suggest “a Second Silicone Interposed between the Opposed Sides of the First and Second Portions at a Junction Thereof” as Recited in Each of Independent Claims 1 and 18-19

The combination of Kami and Li cannot teach or suggest “a second silicone interposed between the opposed sides of the first and second portions at a junction thereof,” as recited in each of independent claims 1 and 18-19, because such combination does not teach or suggest “first and second portions which form a main body of the airbag, the first and second portions...comprising a textile,” as also recited in each of independent claims 1 and 18-19.

Kami does not teach or suggest “first and second portions which form a main body of the airbag, the first and second portions...comprising a textile.” Kami teaches a reinforcing fabric sewn around the inflator fitting hole to reinforce the periphery around the hole. However, such a reinforcing fabric cannot constitute the “second portio[n]” for purposes of

the present application, as the present application teaches “[a] reinforcing fabric for reinforcing the periphery of the inflator mounting hole” in addition to the second portion of the airbag main body. Appl. Pub. No. 2002/0020992, ¶ [0062].

Similarly, Li does not also teach or suggest “first and second portions which form a main body of the airbag, the first and second portions...comprising a textile.” Rather, Li merely teaches at least two layers of coating on an airbag fabric.

As the combination of Kami and Li does not teach or suggest “first and second portions which form a main body of the airbag, the first and second portions... comprising a textile,” such combination necessarily cannot teach or suggest “a second silicone interposed between the opposed sides of the first and second portions at a junction thereof” as recited in each of independent claims 1 and 18-19.

Indeed, Kami simply teaches a silicon-containing heat-resistant elastomer which is applied on the fabric of the airbag main body. Further, Li merely teaches a silicon-comprising first layer which constitutes the base coat for the airbag surface and a silicon-comprising second layer which is a coating for the first layer. Since the combination of Kami and Li does not teach or suggest “a second silicone interposed between the opposed sides of the first and second portions at a junction thereof” as recited in each of independent claims 1 and 18-19, such combination cannot render obvious any of claims 1-32.

b. The Combination of Kami and Li Does Not Teach or Suggest a “Second Silicone Having 20 or Less JIS-A Hardness and 800% or More Initial Fractural Elongation after Cure” as Recited in Each of Independent Claims 1 and 18

The combination of Kami and Li does not teach or suggest a “second silicone having 20 or less JIS-A hardness and 800% or more initial fractural elongation after cure” as recited in each of independent claims 1 and 18. Further, such hardness and fractural elongation properties are not inherent in the combination of Kami and Li. The PTO cannot rely on the doctrine of inherency in a Section 103 context, i.e., that which may be inherent is not necessarily known, and obviousness can only be based on what is known. In fact, inherency

can be said to be the antithesis of obviousness. One reason why the recited hardness and fractural elongation properties of the second silicone cannot be present in the combination of Kami and Li is that such combination does not teach or suggest “a second silicone interposed between the opposed sides of the first and second portions at a junction thereof,” as explained below.

First, neither Kami nor Li discusses at all the hardness characteristics of the silicone materials disclosed therein. On the other hand, with respect to the presently claimed embodiment, the present application teaches that a second, adhesive silicone having JIS-A hardness after cure of 20 or less preserves the flexibility at the junction between the two portions of the airbag, thereby reducing the folded volume of the airbag. Appl. Pub. No. 2002/0020992, ¶ [0035]. Since neither Kami nor Li discusses the hardness properties of silicone materials, including how such properties might relate to the folded volume of an airbag, Kami and Li would not lead a person having ordinary skill in the art to select a second adhesive silicone having JIS-A hardness of 20 or less.

Second, neither Kami nor Li discusses how a silicone material could alleviate the forces created by the deployment of an airbag. By contrast, with respect to the presently claimed embodiments, the present application teaches that the impact generated by the deployment of an airbag is alleviated by elongation of a second, adhesive silicone having an initial fractural elongation after cure of 800% or more that is applied at the junction between the two portions. Appl. Pub. No. 2002/0020992, ¶ [0036]. In the present invention, when stress is exerted on the junction upon deployment of the airbag, the junction extends to cope with the stress, thereby precluding breakage of the junction. As neither Kami nor Li suggests at all the use of a second, adhesive silicone to alleviate the stress created by deployment of an airbag, one of ordinary skill in the art would not be motivated to select a second, adhesive silicone having an initial fractural elongation after cure of 800%.

In addition, since the functions of the silicone materials disclosed in Kami and Li differ from two of the functions of the second silicone of the present invention discussed above, there would have been no motivation for a person having ordinary skill in the art to

select a silicone material possessing the hardness and fractural elongation properties recited in each of independent claims 1 and 18.

As explained above, a “second silicone having 20 or less JIS-A hardness and 800% or more initial fractural elongation after cure,” as recited in each of independent claims 1 and 18, is not taught, suggested, or inherent in the combination of Kami and Li. Therefore, such combination cannot render obvious any of claims 1-18, 22-23, and 25-32.

There are other features recited in each of independent claims 1 and 18-19 that the combination of Kami and Li does not teach or suggest. For example, the combination of Kami and Li does not teach or suggest a “second silicone comprising a solventless addition room-temperature-vulcanizing adhesive silicone.”

Applicant has illustrated how neither Kami nor Li, either alone or in combination, teaches or suggests each and every feature recited in each of independent claims 1 and 18-19. Thus, neither Kami nor Li, either alone or in combination, can render obvious any of independent claims 1 and 18-19. Moreover, as all the other claims, 2-17 and 20-32, depend directly or indirectly from either claim 1, 18, or 19, neither Kami nor Li, either alone or in combination, can render obvious any of claims 2-17 and 20-32.

Applicant agrees with the PTO's acknowledgement, on page 5 of the Office Action, that the phrase “a first silicone placed on at least one of said opposed sides of the first and second portions” should be interpreted broadly; however, as set forth above, Applicant submits that the rejection based upon the combination of Kami and Li is improper and should be withdrawn.

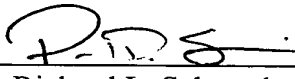
In view of the foregoing, Applicant respectfully requests reconsideration and withdrawal of the rejection of claims 1-32 under § 103(a) as being allegedly obvious over Kami in view of Li.

CONCLUSION

In view of the foregoing amendment and remarks, Applicant respectfully submits that all of the pending claims are now in condition for allowance. An early notice to this effect is earnestly solicited. If there are any questions regarding the application, the Examiner is invited to contact the undersigned at the number below.

Respectfully submitted,

Date 8/11/05
FOLEY & LARDNER LLP
Customer Number: 22428
Telephone: (202) 672-5414
Facsimile: (202) 672-5399

By 
Richard L. Schwaab
Attorney for Applicant
Registration No. 25,479

Paul D. Strain
Attorney for Applicant
Registration No. 47,369

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.